



FILED IN DISTRICT COURT
OKLAHOMA COUNTY
IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

JENNIFER STARK and JEFF STARK,)
Plaintiffs,)
v.)
SAFECO INSURANCE COMPANY,)
Defendants,)

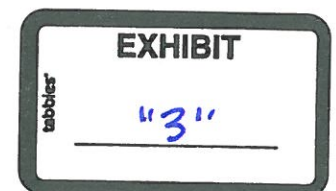
DEC 26 2013
TIM R. ZODES
COURT CLERK
43

CJ -2013-7026

PETITION

Plaintiffs allege that:

1. On May 29, 2012, a policy of insurance, #OY6782620, issued by Defendant was in full force protecting Plaintiffs from loss and damage to their home and property located at 1125 NW 79th Street, Oklahoma City, Oklahoma 73114-1802. The Declaration Page issued by Defendant for this policy is attached hereto, marked as Exhibit "A", and the policy is made a part hereof by this reference.
2. On or about that date an accidental direct physical loss occurred to property described in Defendant's policy as being covered and for which loss Defendant had agreed to pay Plaintiffs.
3. Plaintiffs made a claim with Defendant under their policy provisions for the loss. Defendant accepted Plaintiffs' claim; agreed that the loss was covered under the policy; and Defendant agreed it owed Plaintiffs money under its policy for the loss.
4. Thereafter Defendant did not properly or fairly investigate and evaluate Plaintiffs' claims. Defendant did not advise Plaintiffs of their benefits and other provisions of their

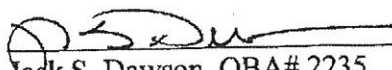


insurance policy which were pertinent to the claim. Defendant knowingly misrepresented policy provisions relating to the coverage at issue. Defendant did not attempt in good faith to effectuate prompt, fair and equitable settlement of Plaintiffs' claim, although Defendant acknowledged it was liable to Plaintiffs for the loss. Defendant's actions and inactions were unreasonable and willful.

5. Had Defendant properly, reasonably and in good faith attempted to evaluate and pay Plaintiffs' claim, it would have paid Plaintiffs twice the amount it ultimately offered, i.e. Defendant should have offered to pay Plaintiffs approximately \$30,000.00.
6. Defendant's delaying and low-ball tactics have caused Plaintiffs to suffer other damages, not only to their property, but to their mental well-being and state of mind. These damages will not exceed \$30,000.00.

WHEREFORE, Plaintiff prays for judgment against Defendant in an amount not to exceed \$60,000.00, plus cost, interest and a reasonable attorney fee to be set by the Court.

Respectfully submitted,



Jack S. Dawson, OBA# 2235
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ATTORNEY LIEN CLAIMED

**SAFECO INSURANCE COMPANY OF AMERICA**

Home office: Safeco Plaza, Seattle, WA 98185-0001 (A stock insurance company)

HOMEOWNERS POLICY DECLARATIONSPOLICY NUMBER:
OY6782320POLICY PERIOD: FROM: JAN. 6, 2012 12:01 A.M.
TO: JAN. 6, 2013 12:01 A.M.**NAMED INSURED AND MAILING ADDRESS:**JEFF STARK
JENNIFER STARK
1125 NW 79TH ST
OKLAHOMA CITY OK 73114-1802**AGENT:**PREMIER INS LLC
OKLAHOMA AGENTS ALLIANCE LLC
3232 W BRITTON RD STE#15J
OKLAHOMA CITY OK 73120-2053

Valued Homeowners Customer Since: JAN. 6, 2011

INSURED LOCATION:1125 NW 79TH ST
OKLAHOMA CITY OK 73114-1802**POLICY SERVICE INFORMATION:**TELEPHONE: (405) 285-4040
E-MAIL: MB.PREMIERINSURANCE@COX.NET
WEBSITE: www.safeco.com**IMPORTANT MESSAGES**

- Your policy has renewed effective January 6, 2012.

LIMITS OF LIABILITY

(Policy Section I - Property Coverages and Section II - Liability Coverages)

Coverage A — Dwelling	Coverage B — Other Structures	Coverage C — Personal Property	Coverage D — Additional Living Expense	Coverage E — Personal Liability	Coverage F — Medical Payments
\$157,600	\$15,760	\$94,560	\$31,520	\$300,000	\$5,000

DEDUCTIBLES.

The following deductibles apply unless otherwise stated within the policy.

Section I, except as noted below
Windstorm or Hail Deductible

	AMOUNT
	\$ 1,000
	1,576

BASIC COVERAGES

OTHER COVERAGES, LIMITS AND OPTIONAL COVERAGES

DISCOUNTS AND SURCHARGES

	PREMIUM
	\$ 1,895.00
	\$ 36.00
	\$ -353.00

TOTAL POLICY PREMIUM:

\$ 1,578.00

Premium Payer: Insured

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay, Annual 2-Pay. Installment fee: for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:

\$2.00 per installment for recurring automatic deduction (EFT)
\$2.00 per installment for recurring credit card or debit card
\$5.00 per installment for all other payment methods

EXHIBIT**A**CONTINUED
Page 1 of 2ORIGINAL
DATE PREPARED: NOV. 17 2011

SAFECO INSURANCE COMPANY OF AMERICA
HOMEOWNERS POLICY DECLARATIONS

CONTINUED

POLICY NUMBER: OY6782620

Servicing Mortgagee
 BANK OF AMERICA, N.A.
 ITS SUCC AND/OR ASSIGNS ATIMA
 PO BOX 961291
 FORT WORTH TX 76161-0291
 LOAN NUMBER: 022487975

POLICY LIMITS AND OTHER ADDITIONAL COVERAGES

(Unless otherwise stated, all limits and coverages are included in basic coverages)

COVERAGE LEVEL: NEW QUALITY-PLUS**SECTION I - PROPERTY COVERAGES****COVERAGE C - PERSONAL PROPERTY - 3. SPECIAL LIMITS OF LIABILITY**

a. Money, pre-paid cards...	\$ 250	h. Business Property	
b. Rare coins and currency...	\$ 3,000	On Premises...	\$ 3,000
c. Securities, debit cards...	\$ 3,000	Off Premises Sub-limit	\$ 1,000
d. Watercraft...	\$ 3,000	i. Tapes, records, discs...	\$ 500
e. Trailers...	\$ 3,000	j. Theft of Rugs	\$ 5,000
f. Theft of Jewelry, watches...	\$ 3,000	k. Grave Markers...	\$ 3,000
g. Silverware...	\$ 3,000		

OTHER ADDITIONAL POLICY COVERAGES

	Limit	Premium
Loss Assessment Coverage	\$ 3,000	Included
Building Ordinance or Law Coverage (10%)	\$ 15,760	Included
Fungi, Wet or Dry Rot, or Bacteria	\$ 10,000	Included
Reasonable Repairs	\$ 5,000	Included
Fire Department Service Charge	\$ 3,000	Included
Land Stabilization	\$ 5,000	Included
Arson Reward	\$ 25,000	Included
Criminal Conviction Reward - Item a. Information	\$ 2,500	Included
Criminal Conviction Reward - Item b. Property Recovery	\$ 5,000	Included
Credit Card, Fund Transfer, Forgery & Counterfeit Money	\$ 3,000	Included
Volunteer America		Included
Section I (All Perils Coverage)		Included
Section II - Liability Coverage		Included
Section II - Property Damage	\$ 2,000	Included

OPTIONAL COVERAGES

	Limit	Premium
Personal Property Replacement Cost		Included
Escape of Water from Sump (Building/Contents)	\$ 5,000	\$ 36.00

DISCOUNTS AND SURCHARGES

	Premium
Package Auto Discount	\$ -279.00
Renewal Discount	\$ -37.00
Burglar Alarm Discount	\$ -37.00

For information on other deductibles, coverages or discounts available in your state or to review your account online, log on to www.safeco.com

FORMS APPLICABLE TO THIS POLICY:

HOM-7301/EP 1/09 - PERSONAL PROPERTY REPLACEMENT COST
 HOM-7210/EP 1/09 - SAFECO NEW QUALITY-PLUS HOMEOWNERS CVRG
 HOM-7230/EP 1/09 - WINDSTORM/HAIL DEDUCTIBLE
 HOM-7311/EP 1/09 - ESCAPE OF WATER FROM SUMP/SUMP PUMP DRAIN (BLDG AND CONT)
 HOM-7100/OKEP 2/09 - SPECIAL PROVISIONS - OK
 HOM-7030/EP 1/09 - HOMEOWNERS POLICY
 HOM-7232/EP 1/09 - EXECUTION CLAUSE